

Request No. 111:

111. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that when a NOS/ANI employee would make the statement the calls with the local phone company referred to in the following statement would not usually take about 20 minutes: “[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it’s ok to just use your name . . . we take care of it ourselves . . . this way we don’t have to bug ya anymore is that O.K.”

Objections and Response to Request No. 111:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied. It was the Companies’ experience that, including hold time, the process often takes 20 minutes.

Request No. 112:

112. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was deceptive because 47 C.F.R. § 64.1120 does not permit NOS/ANI employees to use customers’ names to switch carriers: “[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it’s ok to just use your name . . . we take care of it ourselves . . . this way we don’t have to bug ya anymore is that O.K.”

Objections and Response to Request No. 112:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “was deceptive.”

Interpretation of the phrase “was deceptive” calls for a legal conclusion. Interpretation of the phrase “deceptive because 47 C.F.R. § 64.1120 does not permit” calls for a legal conclusion.

Without waiving said objections, denied The Companies relied upon LOAs to switch customer PICs.

Request No. 113:

113. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be deceptive because 47 C.F.R. § 64.1120 does not permit NOS/ANI employees to use customer's names to switch carriers: "[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it's ok to just use your name . . . we take care of it ourselves . . . this way we don't have to bug ya anymore is that O.K."

Objections and Response to Request No. 113:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "was deceptive."

Interpretation of the phrase "would be deceptive" calls for a legal conclusion. Interpretation of the phrase "47 C.F.R. § 64.1120 does not permit" calls for a legal conclusion. Without waiving said objections, denied. The Companies relied upon LOAs to switch customer PICs.

Request No. 114:

114. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer would still have service without signing a NOS/ANI LOA: "all I need you to do is just sign and date [the LOA] and fax it back at (COMPANY FAX) . . . and you'll still have service . . ."

Objections and Response to Request No. 114:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies.

Section 4.19 of the Companies' Web tariff gave the Companies the right to terminate partial line accounts.

Request No. 115:

115. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that when a NOS/ANI employee would make the statement, the customer would still have service without signing a NOS/ANI LOA: "all I need you to do is just sign and date [the LOA] and fax it back at (COMPANY FAX) . . . and you'll still have service . . ."

Objections and Response to Request No. 115:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "misleading." Interpretation of the phrase "misleading" calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Section 4.19 of the Companies' Web tariff gave the Companies the right to terminate partial line accounts.

Request No. 116:

116. When a NOS/ANI employee engaged in a winback call, the answer to the example question in the Winback Script, "Can you just leave my lines up for a couple of days?" which stated "Answer: We can leave them until tomorrow, if that will help you" was misleading because the customer's service would have been switched to another carrier already.

Objections and Response to Request No. 116:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 117:

117. When it approved the Winback Script, NOS/ANI Management knew that the answer to the example question in the Winback Script, “Can you just leave my lines up for a couple of days?” which stated “Answer: We can leave them until tomorrow, if that will help you” would be misleading because, NOS/ANI Management knew that when the language would be used in a winback call, the customer’s service would have been switched already to another carrier.

Objections and Response to Request No. 117:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, denied that such a statement was misleading in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 118:

118. The use by NOS/ANI employees of the Winback Script in winback calls to existing or former customers was deceptive.

Objections and Response to Request No. 118:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “deceptive.” Interpretation of the phrase “deceptive” calls for a legal conclusion. Without waiving said objections, denied. Company policy was to use this script only when some service remained with the Company.

Request No. 119:

119. At the time NOS/ANI employees used the Winback Script on winback calls to existing or former customers, NOS/ANI Management knew that such use was deceptive.

Objections and Response to Request No. 119:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “deceptive.” Interpretation of the phrase “deceptive” calls for a legal conclusion. Without waiving said objections, denied. Company policy was to use this script only when some service remained with the Company.

Request No. 120:

120. NOS/ANI Management intended to deceive existing or former customers into signing NOS/ANI LOAs by authorizing its employee’s use of the Winback Script in winback calls to existing or former customers.

Objections and Response to Request No. 120:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “intended to deceive.” Interpretation of the phrase “intended to deceive” calls for a legal conclusion. Without waiving said objections, denied. Company policy was to use this script only when some service remained with the Company.

Request No. 121:

121. During the period December 2001 to September 2002, consistent with the Winback Script, NOS/ANI employees told existing or former customers that the customer's chosen carrier was having problems completing the customer's request to establish new service.

Objections and Response to Request No. 121:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "told existing or former customers." Vague and ambiguous with respect to the phrase "having problems." Without waiving said objections, admitted that customers were sometimes told that the new carrier was having problems completing the customer's request to establish new service when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 122:

122. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that the customer's chosen carrier was having problems completing the customer's request to establish new service, the statement was false.

Objections and Response to Request No. 122:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "having problems." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied that such a statement was

false in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 123:

123. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that the customer's chosen carrier was having problems completing the customer's request to establish new service, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 123:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "having problems." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied that such a statement was false in any manner when lines remained with the Companies.

Request No. 124:

124. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that the customer's chosen carrier was having problems completing the customer's request to establish new service, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 124:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "having problems." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied that such a statement was

false in any manner when lines remained with the Companies. Company policy was to use this script only when some service remained with the Company.

Request No. 125:

125. During the period December 2001 through September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the customer's phone service would be cut off if the customer failed to sign a NOS/ANI LOA.

Objections and Response to Request No. 125:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "told existing or former customers." Without waiving said objections, admitted that the script was designed for use and was used with customers with partial line accounts, which could be interrupted.

Request No. 126:

126. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that its phone service would be cut off if it failed to sign a NOS/ANI LOA, the statement was false.

Objections and Response to Request No. 126:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied. Company policy was to use this script only when some service remained with the Company.

Request No. 127:

127. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that its phone service would be cut off if it failed to sign a NOS/ANI LOA, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 127:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied. Company policy was to use this script only when some service remained with the Company.

Request No. 128:

128. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that its phone service would be cut off if it failed to sign a NOS/ANI LOA, NOS/ANI Management knew that the statement was false.

Objections and Response to Request No. 128:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied. The script was designed for use and was used with customers with partial line accounts, which service could be interrupted. Company policy was to use this script only when some service remained with the Company.

Request No. 129:

129. During the period December 2001 through September 2002, NOS/ANI employees following the Winback Script told existing or former customers that signing a

NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch

Objections and Response to Request No. 129:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "had completed." Vague and ambiguous with respect to the phrase "told existing or former customers." Without waiving said objections, admitted that an LOA could be used for such a purpose.

Request No. 130:

130. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that signing a NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch, the statement was false.

Objections and Response to Request No. 130:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "had completed." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied. The LOAs had no minimum term commitment and could be superceded by a proper LOA from another carrier immediately.

Request No. 131:

131. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that signing a NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 131:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. The LOAs had no minimum term commitment and could be superceded by a proper LOA from another carrier immediately.

Request No. 132:

132. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that signing a NOS/ANI LOA would maintain the customer’s NOS/ANI service only temporarily, until the customer’s chosen carrier had completed the switch, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 132:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, Without waiving said objections, denied. The LOAs had no minimum term commitment and could be superceded by a proper LOA from another carrier immediately.

Request No. 133:

133. During the period December 2001 through September 2002, NOS/ANI employees following the Winback Script told existing or former customers that NOS/ANI was showing current call traffic from the customers’ lines.

Objections and Response to Request No. 133:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “told existing or former customers.” Vague and ambiguous with respect to the phrase “current call traffic.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, admitted. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise.

Request No. 134:

134. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was showing current call traffic from the customer’s lines the statement was false.

Objections and Response to Request No. 134:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “current call traffic.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then

carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise.

Request No. 135:

135. On one or more occasions in which a NOS/ANI employee following the Winback Script told a customer that NOS/ANI was showing current call traffic from the customer's lines, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 135:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Vague and ambiguous with respect to the phrase "current call traffic." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise.

Request No. 136:

136. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was showing current call traffic from the customer's lines, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 136:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “current call traffic.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise.

Request No. 137:

137. During the period December 2001 to September 2002, NOS/ANI was technically unable to monitor the call traffic on customers’ lines in real time.

Objections and Response to Request No. 137:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “current call traffic.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. There are a combination of methods to determine line traffic: for toll-free inbound services, the Companies can check the RespOrg status of a number to get an up-to-the-minute identification of which carrier is then carrying that traffic (all 13 of the customers in the attached appendix of the Show Cause Order

had toll-free numbers), for outbound services, daily reports and traffic summaries were used to identify potentially departing customers, both those with lines remaining and otherwise

Request No. 138:

138. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the employee was calling from the Cancel or Operations Cancel Department.

Objections and Response to Request No. 138:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase "told existing or former customers."

Without waiving said objections, denied.

Request No. 139:

139. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the employee was calling from the Cancel or Operations Cancel Department, the statement was false.

Objections and Response to Request No. 139:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 140:

140. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the employee was calling from the Cancel or Operations Cancel Department, the NOS/ANI employee knew that the statement was false.

Objections and Response to Request No. 140:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 141:

141. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the employee was calling from the Cancel or Operations Cancel Department, NOS/ANI Management knew that the statement was false.

Objections and Response to Request No. 141:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 142:

142. During the period December 2001 to September 2002, NOS/ANI did not have a Cancel or Operations Cancel Department.

Objections and Response to Request No. 142:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies did not have a formally designated Cancel or Operations Cancel Department.

Request No. 143:

143. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that NOS/ANI had received a warning that the customer's telephone service would be cut off.

Objections and Response to Request No. 143:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to "telephone service would be cut off." Vague and ambiguous with respect to the phrase "told existing or former customers." Without waiving said objections, denied. However, statements were made that the Companies had been alerted that the customer's account might be in partial line status, which could subject the customer to the Companies' partial line account policy.

Request No. 144:

144. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI had received a warning that the customer's telephone service would be cut off, the statement was false.

Objections and Response to Request No. 144:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 145:

145. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI had received a warning that the customer's telephone service would be cut off, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 145:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Without waiving said objections, denied.

Request No. 146:

146. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI had received a warning that the customer’s telephone service would be cut off, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 146:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion Without waiving said objections, denied.

Request No. 147:

147. NOS/ANI’s Quality Assurance Department contacted existing or former customers following the Winback Script because NOS/ANI had received notification from MCI/WorldCom that the customer had switched its telephone service from NOS/ANI.

Objections and Response to Request No. 147:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted in some instances.

Request No. 148:

148. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that they would each lose telephone service unless they signed a NOS/ANI LOA.

Objections and Response to Request No. 148:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase "told existing or former customers."

Without waiving said objections, admitted. A loss of telephone service would include the of service of the line(s) left behind with the Companies.

Request No. 149:

149. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that it would lose telephone service unless it signed a NOS/ANI LOA, the statement was false.

Objections and Response to Request No. 149:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 150:

150. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that it would lose telephone service unless it signed a NOS/ANI LOA, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 150:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 151:

151. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that it would lose telephone service unless it signed a NOS/ANI LOA, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 151:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 152:

152. During the period December 2001 to September 2002, NOS/ANI employees told existing or former customers that, if the existing or former customer did not sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected.

Objections and Response to Request No. 152:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "told existing or former customers." Such statements were not in the Company approved script.

Request No. 153:

153. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that, if it failed to agree to sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected, the statement was false.

Objections and Response to Request No. 153:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 154:

154. When a NOS/ANI employee following the Winback Script told an existing or former customer that, if it failed to agree to sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 154:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 155:

155. When a NOS/ANI employee following the Winback Script told an existing or former customer that, if it failed to agree to sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 155:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 156:

156. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA.

Objections and Response to Request No. 156:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “told existing or former customers.” Without waiving said objections, denied. The script does not reference the FCC or fines.

Request No. 157:

157. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA, the statement was false.

Objections and Response to Request No. 157:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 158:

158. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 158:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 159:

159. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 159:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 160:

160. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file in order to carry the customer's service during an interim period while the customer's service was being switched to a new carrier.

Objections and Response to Request No. 160:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “told existing or former customers.” Company policy was to seek LOAs where a superceding LOA from another carrier was created and the customer still had lines left behind with the Companies. The script does not mention the FCC. Without waiving said objections, denied.

Request No. 161:

161. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file to carry the customer’s service during an interim period while the customer’s service was being switched to a new carrier, the statement was false.

Objections and Response to Request No. 161:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:
Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. The script does not mention the FCC.

Request No. 162:

162. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file in order to carry the customer’s service during an interim period while the customer’s service was being switched to a new carrier, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 162:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 163:

163. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file in order to carry the customer’s service during an interim period while the customer’s service was being switched to a new carrier, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 163:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 164:

164. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the FCC had approved a particular LOA form for NOS/ANI’s use.

Objections and Response to Request No. 164:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “told existing or former customers.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, the Companies’